

**EXHIBIT A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re

FTX TRADING LTD., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref No. \_\_

**ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY  
CONTRACTS EFFECTIVE AS OF THE REJECTION DATE**

Upon the motion (the “Motion”)<sup>2</sup> of FTX Trading Ltd. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an order (this “Order”) authorizing the Debtors to (i) reject certain executory contracts set forth on Exhibit 1 to the Order, effective as of the Rejection Date and (ii) take such actions as may be necessary to implement and effectuate the rejection of the Contracts; and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules, and

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<sup>1</sup> The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

<sup>2</sup> Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.

that, except as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and a hearing having been held to consider the relief requested in the Motion and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors and their estates; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, each of the Contracts set forth on Exhibit 1 attached hereto is hereby rejected effective as of the Rejection Date.
3. Each Contract counterparty shall have until the date fixed by this Court in these Chapter 11 Cases pursuant to Bankruptcy Rule 3003(c)(3) to file any and all claims for damages arising from the Debtors' rejection of the Contracts.
4. The Debtors are authorized and empowered to execute and deliver such documents, and to take and perform all actions necessary to implement and effectuate the relief granted in this Order.
5. Nothing in this Order shall impair, prejudice, waive or otherwise affect any rights of the Debtors and their estates to assert that any claims for damages arising from the Debtors' rejection of the Contracts is limited to any remedies available under any applicable termination provisions of such rejected Contracts, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

6. All rights and defenses of the Debtors and any Contract counterparty are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated, expired, or otherwise no longer an executory contract.

7. The Debtors and their estates do not waive any claims that they may have against any Contract counterparty, whether or not such claims arise under, are related to, or are independent of the Contracts.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority or amount of any particular claim against a Debtor entity; (b) a promise or requirement to pay any particular claim or (c) a request or authorization to assume any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code.

9. The requirements in Bankruptcy Rule 6006 are satisfied.

10. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation of this Order.

Dated: \_\_\_\_\_  
Wilmington, Delaware

\_\_\_\_\_  
The Honorable John T. Dorsey  
United States Bankruptcy Judge

**EXHIBIT 1**

**Contracts**

<b>Non-Debtor Counterparty</b>	<b>Debtor Counterparty</b>	<b>Non-Debtor Counterparty Address<sup>3</sup></b>	<b>Description of Agreement</b>
ABG-SHAQ, LLC	West Realm Shires Services Inc.	c/o Authentic Brands Group, LLC 1411 Broadway, 21st Floor New York, NY 10018 Attn: Legal Department Email: legaldept@authenticbrands.com Facsimile Number: (212) 760-2419	Endorsement Agreement, dated as of March 25, 2022
Cal Bears Sports Properties, LLC	Blockfolio, Inc.	Cal Bears Sports Properties, LLC 2227 Piedmont Avenue Berkeley, CA 94720 Attn: General Manager/Vice President  with a copy to:  Learfield IMG College/Cal Bears Sports Properties 2400 Dallas Parkway, Suite 500 Plano, TX 75093 Attn: Legal Department	Naming Rights and Corporate Sponsorship Agreement, dated as of August 5, 2021
[NAME ON FILE]	West Realm Shires Inc.	[ADDRESS ON FILE]	Sponsorship Agreement, dated as of August 18, 2021
[NAME ON FILE], on behalf of the Ice Coffee Hour	West Realm Shires Services Inc.	[ADDRESS ON FILE]	Sponsorship Agreement, dated as of February 1, 2022
[NAME ON FILE], on behalf of Stephan Real Estate Inc.	West Realm Shires Services Inc.	[ADDRESS ON FILE]	Sponsorship Agreement, dated as of March 29, 2022
NAME ON FILE	West Realm Shires Services Inc.	[ADDRESS ON FILE]	Partnership and Endorsement Services Agreement, dated as of October 18, 2021

<sup>3</sup> Addresses and e-mail addresses of creditors who are natural persons and names, addresses and e-mail addresses of customers are redacted in accordance with the *Final Order (I) Authorizing the Debtors to Maintain a Consolidated List of Creditors in Lieu of Submitting a Separate Matrix for Each Debtor, (II) Authorizing the Debtors to Redact or Withhold Certain Confidential Information of Customers and Personal Information of Individuals on a Final Basis and (III) Granting Certain Related Relief* [D.I. 545].

<b>Non-Debtor Counterparty</b>	<b>Debtor Counterparty</b>	<b>Non-Debtor Counterparty Address<sup>3</sup></b>	<b>Description of Agreement</b>
Desert Palace LLC, d/b/a Caesars Palace	West Realm Shires Services Inc.	1 Caesars Palace Drive Las Vegas, NV 89109 Attn: Abby Hobbs, Director of Sales Email: ahobbs@caesars.com  with a copy to:  Email: mcerrato@caesars.com Email: sbailey@caesars.com	Letter of Agreement, dated as of October 6, 2022
[NAME ON FILE]	Blockfolio, Inc.	[ADDRESS ON FILE]	Pledge Agreement, dated as of August 11, 2021
Fortune Media Inc., d/b/a OpenFortune	West Realm Shires Services Inc.	244 Madison Avenue, Suite 1552 New York, NY 10016 Attn: Shawn Porat, Chief Fortune Officer Email: shawn@openfortune.com	Sponsorship Agreement, dated as of August 4, 2021
GCKM LLP	Crypto Bahamas LLC	GCKM LLP c/o CC Young & Co LTD Chancery House 53-64 Chancery Lane, 4th Floor, East Wing London, WC2A 1QS United Kingdom	Performance Contract, dated as of June 28, 2022

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Latte Larry Inc.	West Realm Shires Services Inc.	<p>Latte Larry Inc. c/o Level Four Business Management LLC 11812 San Vincente Boulevard, 4th Floor Los Angeles, CA 90049 Attn: Matt Lichtenberg Email: matt@levelfourllc.com</p> <p>with a copy to:</p> <p>William Morris Endeavor 9601 Wilshire Boulevard Beverly Hills, CA 90210 Attn: Mari Layne Email: MLayne@WMEAgency.com</p> <p>Willkie Farr &amp; Gallagher LLP 2029 Century Park East, 34th Floor Los Angeles, CA 90067 Attn: Alan Epstein, Esq. Email: aepstein@willkie.com</p>	Partnership and Endorsement Services Agreement, dated as of January 5, 2022
Ledger and Cobie Enterprises	Blockfolio, Inc.	[ADDRESS ON FILE]	Media Services Agreement, dated on or about May 5, 2021
[NAME ON FILE]	West Realm Shires Services Inc.	[ADDRESS ON FILE]	Mutual Services Agreement, dated as of August 21, 2022
Laureus/NO Play Academy and [NAME ON FILE]	West Realm Shires Services Inc.	<p>[ADDRESS ON FILE]</p> <p>Laureus Sport For Good Foundation 460 Fulham Road London SW6 1BZ United Kingdom Email: accounts@laureus.com</p>	Gift Agreement, dated as of March 16, 2022
Lunch Money Group Inc.	West Realm Shires Services Inc.	222 East 44 <sup>th</sup> Street, Suite 20G New York, NY 10017	Podcast Sponsorship Agreement, dated as of January 3, 2022



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MMBOC, LLC	Blockfolio, Inc.	MMBOC, LLC c/o Excel Sports Management 1700 Broadway, 29th Floor New York, NY 10019 Attn: Alan Zucker Email: alan@excelsm.com  With a copy to:  UBS Financial Services, Inc. 225 108th Ave NE, Suite 800 Bellevue, WA 98004 Attn: Stacy Oster	Endorsement Services Agreement, dated as of March 5, 2021
[NAME ON FILE]	FTX Trading Ltd.	[ADDRESS ON FILE]	Sponsorship Agreement, dated as of August 10, 2021
[NAME ON FILE]	West Realm Shires Services Inc.	[ADDRESS ON FILE]	Partnership and Endorsement Services Agreement, dated as of March 16, 2022
[NAME ON FILE]	West Realm Shires Services Inc.	[ADDRESS ON FILE]	Sponsorship Agreement, dated as of March 28, 2022
NerdWallet, Inc.	West Realm Shires Services Inc.	NerdWallet, Inc. 55 Hawthorne Street, 11 <sup>th</sup> Floor San Francisco, CA 94105	Partner Referral Agreement, dated as of April 13, 2022
Ohana Experience, LLC	West Realm Shires Services Inc.	Ohana Experience, LLC 2437 E Cobblestone Way Sandy, UT 84093 Attn: Brandon Doyle Email: brandon@ohanax.com	Sponsorship Agreement, dated as of September 13, 2022
[NAME ON FILE]	Blockfolio, Inc.	[ADDRESS ON FILE]	Partnership and Endorsement Services Agreement, dated as of August 6, 2021
[NAME ON FILE]	West Realm Shires Services Inc.	[ADDRESS ON FILE]	Sponsorship Agreement, dated as of March 11, 2022
[NAME ON FILE]	West Realm Shires Services Inc.	[ADDRESS ON FILE]	Sponsorship Agreement, dated as of March 8, 2022

<b>Non-Debtor Counterparty</b>	<b>Debtor Counterparty</b>	<b>Non-Debtor Counterparty Address<sup>3</sup></b>	<b>Description of Agreement</b>
[NAME ON FILE]	FTX Trading Ltd.	[ADDRESS ON FILE]	Term Sheet, dated on or about December 8, 2021